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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN AND RELATED MOTIONS

Name of Debtor(s)	Charles Anthony Wilbourne	Case No:	14-31854-KLF
This plan, datedA	pril 9, 2014 , is:		
	the <i>first</i> Chapter 13 plan filed in this case. a modified Plan, which replaces the □confirmed or □unconfirmed Plan dated. Date and Time of Modified Plan Confirming Hearing: Place of Modified Plan Confirmation Hearing:		
The	Plan provisions modified by this filing are:		

Creditors affected by this modification are:

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing. If no objections are timely filed, a confirmation hearing will NOT be held.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$225,048.00

Total Non-Priority Unsecured Debt: \$42,480.30

Total Priority Debt: **\$0.00**Total Secured Debt: **\$97,050.00**

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- 1. Funding of Plan. The debtor(s) propose to pay the trustee the sum of \$350.00 Monthly for 56 months. Other payments to the Trustee are as follows: NONE . The total amount to be paid into the plan is \$ 19,600.00 .
- 2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$\(\frac{2,700.00}{} \) balance due of the total fee of \$\(\frac{3,000.00}{} \) concurrently with or prior to the payments to remaining creditors.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor Type of Priority Estimated Claim
-NONE-

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u> <u>Collateral</u> <u>Purchase Date</u> <u>Est Debt Bal.</u> <u>Replacement Value</u>

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

CreditorCollateral DescriptionEstimated ValueEstimated Total ClaimBank of America, N.A.Primary Residence - 10424 Iron Mill85,900.0096,788.00

Road, Richmond, VA 23235 Zillow-\$139,116.00 REA-\$85,900.00 Payment and Term

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C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor Collateral Description Collateral Description Adeq. Protection Monthly Payment To Be Paid By

Motor Vehicle - 2010 Hyundai Sonota with 60,000 miles Trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

Approx. Bal. of Debt or "Crammed Down" Value BB&T Motor Vehicle - 2010 Hyundai Sonota with 60,000 miles

Approx. Bal. of Debt or "Crammed Down" Value 11,898.00 11,898

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

- B. Separately classified unsecured claims.

Creditor Basis for Classification Treatment -NONE-

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5.	Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term
	Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any
	existing default under 11 U.S.C. § 1322(b)(5).

A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

Creditor	Collateral	Regular Contract Payment	Estimated Arrearage	Arrearage Interest <u>Rate</u>	Estimated Cure Period	Monthly Arrearage Payment
-NONE-						

B. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

		Regular			Monthly
		Contract	Estimated Interest	Term for	Arrearage
Creditor	<u>Collateral</u>	Payment	Arrearage Rate	Arrearage	Payment
-NONE-					

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

		Interest	Estimated	
Creditor	Collateral	Rate	Claim	Monthly Paymt& Est. Term**
-NONE-				

- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
 - **A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

 $\begin{tabular}{ll} \hline Creditor & \underline{Type\ of\ Contract} \\ \hline \textbf{Edgehill}\ \textbf{Condominium} & \hline \textbf{Condominium}\ \textbf{Owners\ Assocation:}\ \textbf{Reject} \\ \hline \end{tabular}$

B. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

			Monthly Payment	Estimated
Creditor	Type of Contract	Arrearage	for Arrears	Cure Period
-NONE-				

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- 7. Liens Which Debtor(s) Seek to Avoid.
 - A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u> <u>Collateral</u> <u>Exemption Amount</u> <u>Value of Collateral</u>

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u> <u>Type of Lien</u> <u>Description of Collateral</u> <u>Basis for Avoidance</u>

- 8. Treatment and Payment of Claims.
 - All creditors must timely file a proof of claim to receive payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- **9. Vesting of Property of the Estate.** Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- 10. Incurrence of indebtedness. The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:
 - I. Payment of Adequate Protection
 - All adequate protection payments set forth in Section 3.C are to be paid through the Trustee.
 - The Debtor(s) shall pay regular post-petition contract payments to the creditors listed in Section 5.A., and such payments shall also constitute adequate protection payments to such creditors. Accordingly, the Trustee shall not pay adequate protection payments to creditors listed in Section 5.A.
 - No adequate protection payments are to be paid to any creditors unless the Plan provides for the payment of adequate protection of such claim(s) through the Trustee in Section 3.C. or directly by the Debtor(s) in Section 5.A., or unless the Court orders otherwise.

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Signatures:				
Dated: April	9, 2014			
/s/ Charles Ant	hony Wilbourne		/s/ Patrick Thomas Keith V	SB
Charles Anthor	ny Wilbourne		Patrick Thomas Keith VSB	48446
Debtor			Debtor's Attorney	
Exhibits:	Copy of Debtor(s)' Bud Matrix of Parties Serve	dget (Schedules I and J); ed with Plan		
I certify that on _	April 9, 2014 , I mail	Certificate of Serviced a copy of the foregoing to the co		he attached Service List
		/s/ Patrick Thomas Keith VSE	3	
		Patrick Thomas Keith VSB 48	3446	
		Signature		
		P. O. Box 11588		
		Richmond, VA 23230-1588		
		Address		
		804-358-9900		
		Telephone No.		

Ver. 09/17/09 [effective 12/01/09]

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Fill	in this information to identify yo	ur case:		
Del	otor 1 Charles	Anthony Wilbourne		
_	otor 2			
Uni	ted States Bankruptcy Court fo	r the: EASTERN DISTRICT	Γ OF VIRGINIA	
	14-31854-KL	P	-	Check if this is: An amended filing A supplement showing post-petition chapter 13 income as of the following date:
<u>O</u>	fficial Form B 6I			MM / DD/ YYYY
S	chedule I: Your Ir	ncome		12/13
spo atta	use. If you are separated and	your spouse is not filing w rm. On the top of any addit	rith you, do not include informati	ving with you, include information about your on about your spouse. If more space is needed, d case number (if known). Answer every questior
1.	Fill in your employment information.		Debtor 1	Debtor 2 or non-filing spouse
	If you have more than one job	. Employment status	■ Employed	☐ Employed
	attach a separate page with information about additional		☐ Not employed	☐ Not employed
	employers.	Occupation	Program Director	
	Include part-time, seasonal, c self-employed work.	Employer's name	Richmond Residential Services	
	Occupation may include stud- or homemaker, if it applies.	ent Employer's address	1000 North Thompson Stre Richmond, VA 23230	eet
		How long employed t	there? <u>12/2009</u>	
Pai	Give Details About	Monthly Income		
	mate monthly income as of the use unless you are separated.	ne date you file this form. If	you have nothing to report for any	line, write \$0 in the space. Include your non-filing
	ou or your non-filing spouse hav e space, attach a separate she		combine the information for all empl	oyers for that person on the lines below. If you need
				For Debtor 1 For Debtor 2 or non-filing spouse

List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

3. Estimate and list monthly overtime pay.

4. Calculate gross Income. Add line 2 + line 3.

	_		non-tilli	ng spouse
2.	\$	4,705.68	\$	N/A
3.	+\$	0.00	+\$	N/A
4.	\$	4,705.68	\$	N/A

Official Form B 6I Schedule I: Your Income page 1

Deb	tor 1	Charles Anthony Wilbourne		Case	number (if known)	14-31854-H	(LP	
				For	Debtor 1	For Debtor		
	Cop	y line 4 here	4.	\$	4,705.68	\$	N/A	•
5.	List	all payroll deductions:						
	5a. 5b. 5c. 5d. 5e. 5f. 5g. 5h.	Tax, Medicare, and Social Security deductions Mandatory contributions for retirement plans Voluntary contributions for retirement plans Required repayments of retirement fund loans Insurance Domestic support obligations Union dues Other deductions. Specify:	5a. 5b. 5c. 5d. 5e. 5f. 5g.	\$	1,236.45 0.00 47.06 0.00 119.17 0.00 0.00 0.00	\$ \$ \$ \$ \$ \$ \$ \$	N/A N/A N/A N/A N/A N/A N/A	
6.	Add	the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	- 6.	\$	1,402.68	\$	N/A	
7.	Calo	culate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$	3,303.00	\$	N/A	
8.		all other income regularly received: Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income. Interest and dividends Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement. Unemployment compensation Social Security Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: Pension or retirement income Other monthly income. Specify:	8c. 8d. 8e.	\$	0.00 0.00 0.00 0.00 0.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	N/A N/A N/A N/A N/A	
9.	Add	all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$	0.00	\$	N/A	
10.	Cal	culate monthly income. Add line 7 + line 9.	10. \$		3,303.00 + \$	N/A	= \$	3,303.00
	Add	the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.						
11.	Inclu othe Do r	te all other regular contributions to the expenses that you list in Schedule adde contributions from an unmarried partner, members of your household, your friends or relatives. not include any amounts already included in lines 2-10 or amounts that are not cify:	deper		•	ted in Schedu	le J. +\$	0.00
12.		the amount in the last column of line 10 to the amount in line 11. The rese that amount on the Summary of Schedules and Statistical Summary of Certailes					\$Combin	
13.	Do y	you expect an increase or decrease within the year after you file this form No. Yes. Explain:	?				monthly	y income

Official Form B 6I Schedule I: Your Income page 2

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Fill	in this infor	mation to identify y	our case:				
Deb	tor 1	Charles Ar	nthony Wilbourne		Che	ck if this is:	
			•			An amended filing	
	tor 2						g post-petition chapter 13
(Spo	ouse, if filing	g)				expenses as of the foll	owing date:
Unit	ted States Ba	ankruptcy Court for	r the: EASTERN DISTRICT OF VIR	RGINIA		MM / DD / YYYY	
Case	e number	14-31854-KLP			П	A separate filing for D	bebtor 2 because Debtor 2
	nown)					maintains a separate h	
Of	ficial F	Form B 6J					
Sc	hedule	J: Your I	Expenses				12/13
			ossible. If two married people are file	ing together, both are equa	lly respo	nsible for supplying	
info	rmation. If	more space is nee	ded, attach another sheet to this forn				
(if k	nown). Ans	wer every questio	n.				
Part	1: Des	scribe Your House	ehold				
1.	Is this a jo	oint case?					
	No. Go	to line 2.					
	☐ Yes. De	oes Debtor 2 live i	n a separate household?				
		l No					
		Yes. Debtor 2 mu	st file a separate Schedule J.				
2.	Do you ha	ve dependents?	□ No				
	Do not list Debtor 2.	Debtor 1 and	Yes. Fill out this information for each dependent	Dependent's relation Debtor 1 or Debtor 2		Dependent's age	Does dependent live with you?
	Do not stat	te the dependents'	•				■ No
	names.			Daughter		12	☐ Yes
				' <u>'</u>		_	■ No
				Son		20	☐ Yes
						_	□ No
							☐ Yes
							□ No
	_						☐ Yes
3.	•	xpenses include of people other tha	■ No				
	_	nd your depender	I I Vac				
Part			ing Monthly Expenses r bankruptcy filing date unless you a	ro using this form as a sum	nlement	in a Chanter 13 case	to report
			nkruptcy is filed. If this is a supplement				
app	licable date	•					
Incl	ude expens	es paid for with n	on-cash government assistance if you	know the value of			
	-	•	d it on Schedule I: Your Income (Offi			Your exp	enses
4.		l or home owners!	hip expenses for your residence. Inclu	de first mortgage payments	4.	\$	850.00
	·	uded in line 4:					
						•	
		l estate taxes			4a.	· ————	0.00
			s, or renter's insurance		4b.	· ————	0.00
			pair, and upkeep expenses ion or condominium dues		4c. 4d.		0.00
5.			ents for your residence, such as home	equity loans	5.	·	0.00
			•				- -

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Debto	Charles Anthony Wilbourne	Case number (if known)	14-31854-KLP
	Trans.		
	Utilities: 5a. Electricity, heat, natural gas	6a. \$	225.00
	5b. Water, sewer, garbage collection	6b. \$	
		6c. \$	25.00
		6d. \$	363.00
			0.00
	Food and housekeeping supplies	7. \$	450.00
	Childcare and children's education costs	8. \$	0.00
	Clothing, laundry, and dry cleaning	9. \$	140.00
	Personal care products and services	10. \$	60.00
	Medical and dental expenses	11. \$	100.00
	Transportation. Include gas, maintenance, bus or train fare.	12. \$	250.00
	Do not include car payments.		
	Entertainment, clubs, recreation, newspapers, magazines, and books	· —	100.00
	Charitable contributions and religious donations	14. \$	0.00
	Insurance.		
	Do not include insurance deducted from your pay or included in lines 4 or 20. 15a. Life insurance	15a. \$	0.00
	15b. Health insurance	15b. \$	0.00
	15c. Vehicle insurance	15c. \$	-
		· —	125.00
	15d. Other insurance. Specify:	15d. \$	0.00
	Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20.	16 0	45.00
	Specify: Personal Property	16. \$	15.00
	Installment or lease payments:	17° ¢	0.00
	17a. Car payments for Vehicle 1	17a. \$ 17b. \$	0.00
	17b. Car payments for Vehicle 2	· —	0.00
	17c. Other. Specify:	17c. \$	0.00
	17d. Other. Specify:	17d. \$	0.00
	Your payments of alimony, maintenance, and support that you did not report as deduc	ated 18. \$	150.00
	From your pay on line 5, Schedule I, Your Income (Official Form 6I). Other payments you make to support others who do not live with you.	\$	
	* * * * * * * * * * * * * * * * * * * *	19.	0.00
	Specify: Other real property expenses not included in lines 4 or 5 of this form or on <i>Schedule 1</i> :		
	20a. Mortgages on other property	20a. \$	0.00
	20b. Real estate taxes	20b. \$	0.00
	20c. Property, homeowner's, or renter's insurance	20c. \$	
	* *	· —	0.00
	20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00
	20e. Homeowner's association or condominium dues	20e. \$	0.00
1. (Other: Specify: Miscellaneous Expense	21. +\$	100.00
22.	Your monthly expenses. Add lines 4 through 21.	22. \$	2,953.00
	The result is your monthly expenses.	·	
	Calculate your monthly net income.	<u> </u>	
	23a. Copy line 12 (<i>your combined monthly income</i>) from Schedule I.	23a. \$	3,303.00
	23b. Copy your monthly expenses from line 22 above.	23b\$	2,953.00
	100 a a 2 b 1	- · · · · ·	
2	23c. Subtract your monthly expenses from your monthly income.		
•	The result is your <i>monthly net income</i> .	23c. \$	350.00
] :	Do you expect an increase or decrease in your expenses within the year after you file to For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage? No.		se because of a modification to the t
	Ves Evnlain:		

Office of the US Trustee 701 E. Broad Street Room 4304 Richmond, VA 23219

Bank of America P.O. Box 982235 El Paso, TX 79998

Bank of America, N.A. 4161 Piedmont Pkwy Greensboro, NC 27410-8110

BB&T Attn: Bankruptcy Dept P.O. Box 1847 Wilson, NC 27894

Best Buy/ CBNA P.O. Box 6497 Sioux Falls, SD 57117

Chase Card Services P.O. Box 15298 Wilmington, DE 19850

Donna L. Wienz 6730 Willow Hill Road Spring Grove, VA 23881

Edgehill Condominium C/O ACS West, Inc. P.O. Box 11361 Richmond, VA 23230

Edgehill Condominium ACS West PO Box 62554 Phoenix, AZ 85082

Slate from Chase P.O. Box 15123 Wilmington, DE 19850-5123